

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION

Milwaukee, Wisconsin

**EMMPAK FOODS INC., A DIVISION OF
CARGILL FOOD SOLUTIONS COMPANY¹**

Employer

and

Case 30-RC-6521

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL #494**

Petitioner

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended (Act), a hearing was held before a hearing officer of the National Labor Relations Board (Board).

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.²

The following employees of the Employer constitute an appropriate unit for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time electrical and mechanical maintenance employees working at 200 South Emmber Lane, Milwaukee, Wisconsin and all out buildings; excluding all food processing employees, clerical employees, supervisors, and guards as defined by the Act.

At the time of the hearing, the above-described “maintenance only” unit consisted of approximately 47 employees.

¹ The name of the Employer appears as amended at hearing.

² The Employer and Petitioner have filed post-hearing briefs that have been duly considered. The Hearing Officer’s rulings made at the hearing were free from prejudicial error and are hereby affirmed. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein. The Petitioner, a labor organization within the meaning of Section 2(5) of the Act, claims to represent certain employees of the Employer. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

ISSUES

The issue presented at the hearing was whether the petitioned-for unit of electrical and mechanical maintenance employees working at the downtown Milwaukee campus is appropriate. The Employer argues that such a unit is inappropriate, and that an appropriate unit must include both production and maintenance employees. In the alternative, the Employer argues that a smaller craft unit of the facilities' group employees and electricians would be appropriate.

DECISION SUMMARY

Based on the record and relevant law, I find that the petitioned-for unit of maintenance employees to be appropriate for the purposes of collective bargaining. This unit constitutes a distinct and cohesive grouping of employees who share a community of interest. This shared community of interest outweighs any prior bargaining history that may exist. As a result, I direct an election on the petitioned-for unit.

BACKGROUND

A. Overview

The Employer operates two meat processing and packaging facilities in the Milwaukee, Wisconsin area: the downtown campus and the Butler facility. The parties agreed that only the employees at the downtown campus are at issue in these proceedings.

The Employer's downtown campus consists of several buildings, all of which are within a half-mile radius of one another. The Peck Plant, the largest building with the most employees, is where the slaughtering and boning of the cattle occurs in an assembly-line type fashion. The meat is then transported to the Emmer Plant or to the West Plant to be cooked and packaged into ready-to-eat products, or it is transported to the East Plant to be ground into hamburger meat. The East Plant also houses the Employer's modified atmosphere packaging operations. The remaining buildings on the campus are used for storage or for the Employer's vehicles.

The Employer's workforce primarily consists of production employees and maintenance employees. The maintenance department has approximately 47 employees, and the production department has approximately 1,100 employees. Around 500 of these production employees work in the boning area at the Peck Plant.

The maintenance department consists of about 30 mechanics, 9 electricians, 5 facilities' group employees, 2 lubricators, and 1 trainee, collectively referred to herein as maintenance employees. The mechanics and electricians perform various repair and service jobs throughout the campus consistent with their skills. The facilities' group employees are licensed boiler operators who take care of the Employer's plant refrigeration systems, boilers, HVAC units, and air compressors. The lubricators examine gearboxes, change oils, and grease bearings and air necks. The trainee assists the mechanics with miscellaneous tasks. The three maintenance supervisors oversee all maintenance employees.

The maintenance employees spend much of their time responding to work orders from other departments on the campus. The maintenance supervisors take these work orders and assign an appropriate maintenance employee to perform the necessary work. On occasion, when a production lead person or supervisor has a maintenance-related problem and sees a maintenance employee in the area, he or she may call over to the maintenance employee and ask the maintenance employee to handle the problem.

Maintenance employees do not all work out of one building, but they do have lockers and cabinets in the East Plant where they can store their personal items and tools. The mechanics generally are assigned to one of the production buildings. The electricians and facilities' group employees generally float from building to building, responding to work orders. The maintenance employees all carry walkie-talkie radios to communicate with one another and their supervisors.

The production employees, in contrast, are assigned to a particular building and perform some function in the slaughtering, boning, processing, grinding and/or transporting process. The record does not contain a breakdown of the production department, but about half of the production employees work in the boning area of the Peck Plant. Production lead persons or supervisors oversee the production employees, depending on the department.

B. History

The Employer was formerly known as Emmer Foods, and before that it was known as Peck Meat Packing Company. From 1959 to 1976, the Peck Meat Packing Company was part of a multi-employer bargaining association that bargained with the Meat and Allied Foods Workers Local Union #248, AFL-CIO. Local #248 represented a unit of both production employees and

maintenance employees at Peck Meat Packing Company. In 1976, Local #248 was decertified. Since then, the production and maintenance employees at the downtown campus have not been represented by any labor organization.

In 2001, Excel Corporation, a wholly owned subsidiary of Cargill Food Solutions, Inc., purchased Emmepak Foods, Inc. Excel Corporation owns and operates several union and non-union meat processing and/or distribution facilities throughout the country. The bargaining units at Excel Corporation's unionized facilities include both production and maintenance employees. The record, however, does not indicate if these units were the result of private agreements, stipulated or consent election agreements, or Board determinations.

In December 2002, the Employer and the United Food and Commercial Workers Union, Local 73A entered into a stipulated election agreement concerning all production employees, maintenance employees, quality control technicians, shipping and receiving employees and yard drivers employed at the Employer's Butler facility. In January 2003, an election was held and the certification of results was issued.

C. Wages, Benefits and Other Working Conditions

The production and maintenance employees at the Employer's downtown campus receive the same employee handbook and are subject to the same personnel policies, covering attendance, overtime, leaves of absence, family and medical leave, seniority and length of continuous service, and probationary periods. They also receive the same fringe benefits, including paid holidays, retirement plans, health insurance, vacation, shift premiums, longevity pay, safety pay, and attendance pay. All personnel matters for both production and maintenance employees are handled through the Employer's humans resource department.

The production and maintenance employees, however, have different wage rates. The wages for production employees depend on whether they are paid a straight hourly rate or on a piece rate. The piece-rate "incentive" is only available to the 500 production employees in the boning department. The hourly wage ranges for production employees are as follows: non-incentive employees (\$8.00 to \$15.79), incentive employees (\$8.39 to \$23.00, with most earning \$16.00 to \$17.00), quality assurance technicians (\$9.11 to \$12.05), knife sharpeners (\$9.63 to \$10.63), and yard drivers (\$11.10 to \$13.26).

The hourly wage ranges for maintenance employees are as follows: trainees (\$10.00 to \$12.00), lubricators (\$10.00 to \$14.50), maintenance mechanic (\$15.00 to \$22.50), electricians (\$15.35 to \$24.00), and facilities' group employees (\$16.00 to \$21.20). The maintenance employees are not eligible for any productivity-based incentive pay.

D. Hours of Work

The maintenance and production employees have the same workweek, but different hours of work. For example, the first-shift production employees working in the slaughter area at the Peck Plant begin work at around 5:30 a.m. and end at around 4:10 or 4:30 p.m. The first-shift maintenance mechanics working in the slaughter area at the Peck Plant (who have staggered start and end times) begin work at around 4:00 a.m. or 5:00 a.m. and end work at 12:30 p.m. or 1:30 p.m. The second-shift production employees at the Peck Plant start at around 3:30 p.m. and end at around 12:00 a.m. The second-shift mechanics at the Peck Plant start at around 1:30 p.m. and end at around 10:30 or 11:00 p.m. The third-shift mechanics begin work at around 10:00 p.m. and end at around 6:30 a.m. Production employees do not work third shift, except for sanitation workers. A similar pattern exists regarding hours of work among production employees and mechanics at the Emmber Plant, the West Plant and the East Plant.

Similar to mechanics, the electricians and the facilities' group employees cover all three shifts, and their start and end times differ from the production employees. Additionally, the facilities' group employees work weekends and holidays when most, if not all, production employees are not working.

E. Supervision and Discipline

The maintenance employees are supervised separately from the production employees. The maintenance employees report to the maintenance supervisors (Ray Caplana, Willie Sexton, and John Chisholm), who report to the Maintenance Superintendent (Rick Weber), who reports to the Director of Maintenance and Facilities (Al Kerber). Similarly, the production employees report to production lead persons or supervisors, who report to the Production Superintendent or the Plant Superintendent, who report to the Plant Managers.

As stated above, production supervisors occasionally will direct maintenance employees to perform repairs or service when a situation arises and a maintenance employee is in the area.

As discussed more fully below, maintenance supervisors occasionally will direct production employees who are assigned to assist in performing routine maintenance duties.

Both production and maintenance supervisors have the authority to report violations of work rules by employees to human resources, regardless of whether the employee is in production or maintenance. The record contains three instances in which a supervisor reported to human resources on an employee outside his department: (1) a production supervisor reported a maintenance employee for failing to properly lockout a piece of equipment he was repairing; (2) a production supervisor reported a maintenance employee for throwing a hammer; and (3) a production supervisor reported a maintenance employee who was arguing with another employee on the work floor. Human resources then investigated these matters and made the disciplinary decisions.

F. Degree of Skill and Common Functions

The Director of Maintenance and Facilities, Al Kerber, testified that the work performed by maintenance employees can be divided into three categories: basic, intermediate and complex. Basic tasks include replacing conveyor belts, changing bearings, replacing a drive chain, performing coupling alignments, and replacing a chain on a blender. Intermediate tasks include changing out a pump, changing out a motor, and replacing or repairing a gearbox. Complex tasks include troubleshooting (e.g., dealing with electrical problems caused by moisture in the Employer's facilities). Kerber testified that maintenance employees spend about 50 percent of their time on basic tasks, 25 percent on intermediate tasks, and 25 percent on complex tasks.

As far as training, licensure and/or prior experience, the Employer requires more of new maintenance employees than it requires of new production employees. This is evidenced by some job advertisements the Employer placed in the local newspaper in which it sought the following: a journeyman electrician "with a minimum of 3 years experience in machine repair and trouble shooting;" a refrigeration technician with "a minimum of 2 years experience with knowledge and willingness to learn programmable controls;" a maintenance mechanic with "a diversified mechanical background in trouble shooting high speed processing equipment;" a high-pressure fireman with "a minimum of two (2) years experience in the operation and maintenance of boiler, HVAC systems... requires a valid City of Milwaukee High-Pressure Fireman license;" an electrician with "a minimum of 4 years experience as an electrician, and

must be a licensed electrician;” and a master machine repair mechanic with “a minimum of 7 years of experience with demonstrated skills in reading schematics, pneumatics’ and hydraulics’ and electrical trouble shooting.”

Kerber further testified that while the Employer does not always require it, some of the mechanics in his department had participated in a formalized training or apprenticeship program before being hired. He further estimated that about 25 percent of the mechanics have skills equivalent to someone who has completed a formalized apprenticeship program.

Additionally, the Employer subjects applicants for mechanic and electrician positions to certain skill tests. Mechanic applicants are asked to disassemble and assemble a gearbox, complete a pulley or shive alignment, connect belt tensioning between two pulleys, and thread piping. Electrician applicants are presented with a hydraulic unit system and asked to troubleshoot their way through an electrical or wiring problem using only a schematic.

There is no evidence that the Employer requires any prior experience or demonstrated skill of its applicants for production positions. Except for forklift drivers, the Employer also does not require that any of its production employees have any training or licenses.

As far as common functions, Kerber testified that certain production employees might repair holes in their air hoses or lubricate their wizard knives on their own, rather than having a maintenance employee perform those tasks. In contrast, there is no evidence the maintenance employees perform tasks common to production employees.

G. Interchange and Transfer

Production employees can apply for job openings in the maintenance department, and maintenance employees can apply for job openings in the production department. Of course, all applicants are required to have the necessary skills to perform the particular job.

Kerber testified that approximately 20 percent of his maintenance employees were hired from the production department. Conversely, he only could recall one employee who moved from maintenance to production, and that employee started out in production.

As for interchange, the Employer does use production employees to assist maintenance employees in performing some basic tasks. This occurs on the weekends or when there is a special project. For the weekend projects, the Employer regularly asks for around 4 to 7 production employees to volunteer to work with the maintenance department on tasks, such as

repairing belts on the conveyor line, setting up racks, and assembling chain sections for the power chain that is used to move the cattle through the coolers and off the slaughter area at the Peck Plant. Kerber testified that special projects occur about 10-12 times a year. On these projects, the Employer will use around 6 to 12 production employees to assist the maintenance employees. One project occurred in October 2002 when the Employer renovated its modified atmosphere packaging operations at its East Plant. The production employees worked with the maintenance employees in removing the belts from the conveyor, unbolting certain pieces of equipment from the floor, and moving it out of the building. A year ago, the Employer moved its bulk line from the downtown campus to the Butler facility. The production employees assisted the maintenance employees in unbolting the equipment from the floor and moving it onto trailers. Approximately 14-15 months ago, the Employer renovated its box conveying system in which the production employees assisted the maintenance employees in removing the belts from the conveyor, unbolting certain pieces of equipment from the floor, and moving it out of the building. As previously stated, these weekend and special projects are done under the supervision of the maintenance department. The evidence does not indicate whether these production employees are paid the same as maintenance employees when performing this work.

H. Miscellaneous

All production and maintenance employees wear uniforms and hard hats when they are working. The coloring of the uniforms and hard hats vary depending on the job. The production employees wear blue hard hats and blue uniforms. Many of the production employees also are required to wear white lab coats. The maintenance employees and maintenance supervisors wear red hard hats and blue uniforms, with no lab coats. The sanitation employees wear green hard hats, production lead persons wear orange hard hats, production supervisors wear blue hard hats, higher-level management wears gray hard hats, and quality control employees wear yellow hard hats.

The production and maintenance employees use the same automated timekeeping system and have access to the same cafeterias. The Employer also provides tools to both the maintenance and production employees. The maintenance employees, however, have access to personal lockers for their belongings and locked cabinets for their tools. The Employer also gives the maintenance employees walkie-talkie radios to carry with them on the job.

ANALYSIS

The Act does not require that a unit for the purposes of collective bargaining be the only appropriate unit or the most appropriate unit—Section 9(b) of the Act only requires that the unit be appropriate so as to ensure employees the fullest freedom in exercising their rights guaranteed by the Act. *See Overnite Transportation Co.*, 322 NLRB 723 (1996). Consequently, the petitioner’s burden is simply to define an appropriate unit. The opposing party then is left with the task of showing that the petitioned-for unit is inappropriate. *See e.g., Panhandle Telecasting Co.*, 308 NLRB 667 (1992).

It is the Board’s longstanding policy, as set forth in *American Cyanamid Co.*, 131 NLRB 909 (1961), to find separate maintenance department units appropriate where the facts of the case demonstrate the absence of a more comprehensive bargaining history and that the petitioned-for maintenance employees have the requisite community of interest. *See also Capri Sun, Inc.*, 330 NLRB 1124 (2000). In determining whether a sufficient separate community of interest exists, the Board examines such factors as mutuality of interests in wages, hours and other working conditions; commonality of supervision; degree of skill and common functions; frequency of contact and interchange with other employees; and functional integration. *See Ore-Ida Foods*, 313 NLRB 1016, 1019 (1994); *Franklin Mint Corp.*, 254 NLRB 714, 716 (1981). The Board does not require all factors to be present in order to find a petitioned-for maintenance unit appropriate, so long as the record establishes that “maintenance employees are readily identifiable as a group whose similarity of function and skills create a community of interest such as would warrant separate representation.” *American Cyanamid Co.*, 131 NLRB at 910. The Board has held that “while many factors may be common to most situations ... the effect of any one factor, and therefore the weight to be given it in making the unit determination, will vary from industry to industry and from plant to plant.” *See id.* at 911. As a result, the appropriateness of “units must be based upon all the relevant evidence in each individual case.” *See id.*

The Employer contends that a unit of production and maintenance employees is appropriate based on established bargaining history. It cites *Milwaukee Independent Meat Packers Ass’n*, 223 NLRB 922 (1976), as explaining and defining this bargaining history. As previously noted, the Employer’s predecessor, Peck Meat Packing Company, was a member of a

multi-employer bargaining association that collectively bargained with the Meat and Allied Food Workers Local Union #248 from 1959 to 1976. Local #248 represented a unit of production and maintenance employees at Peck Meat Packing Company. The issue in the case was whether a group of employees from Moo-Battue, Inc., a new subsidiary of Peck Meat Packing Company, should be accreted into the existing multi-employer bargaining unit. The Board held the employees were an accretion. In its decision, the Board also affirmed the multi-employer bargaining unit of production and maintenance employees versus several single-plant units of production and maintenance employees. The Board's decision, however, is devoid of any discussion regarding the appropriateness of having a unit of production and maintenance employees.

The Board does not depart from established bargaining relationships unless the dictates of the Act or compelling circumstances require us to do so. *See Dezcon, Inc.*, 295 NLRB 109, 112 fn. 13 (1989).³ The rationale for according weight to bargaining history is based on the policy of maintaining established bargaining relationships. *See id.* But, in this case, there has not been a bargaining relationship in almost 27 years. *See Cell Agricultural Manuf. Co.*, 311 NLRB 1228, (1993) (a year lapse sufficient to depart from prior bargaining history); *see also Hall's Super Duper*, 281 NLRB 1116, 1118 (1986) *overruled on other grounds by Scolari's Warehouse Markets, Inc.*, 319 NLRB 153 (1995). And while a mere change in ownership alone may not uproot bargaining units, *see Indianapolis Mack Sales*, 288 NLRB 1123 (1988), it is a completely different matter when both the employer *and* the union have changed. Consequently, I find that bargaining history carries little weight in this case.

What carries greater weight is the community of interest maintenance employees share with one another. They receive the same fringe benefits, are subjected to the same personnel policies, have common supervision, work similar hours, are highly skilled, wear identical uniforms and hard hats, and generally all perform the function of ensuring that the campus

³ Moreover, it is unclear whether the Employer's historical unit of production and maintenance employees is the result of a private agreement, a stipulated election agreement, a consent election agreement, or a Board unit determination. The Board gives lesser weight to units that are the result of stipulated or consent elections. *See e.g., Mid-West Abrasive Co.*, 145 NLRB 1665 (1964). Moreover, the Board does not consider the bargaining history of employees in the same unit at the Employer's other plants, or other employees in the same industry, to be controlling factors. *See generally, Miller & Miller Motor Freight Lines*, 101 NLRB 581 (1952).

remains operating.⁴

The Employer argues that the maintenance employees “do not have a unique, separate community of interest” and that the “historic unit remains the only appropriate unit for the purpose of collective bargaining.” For the following reasons, I disagree.

First, as illustrated above, there are significant differences in wages. The maintenance employees generally earn the highest wages, while the production employees earn the lowest wages. Any overlap is primarily limited to the production employees in the boning department, who are paid a piece rate based on their productivity. Maintenance employees are not offered a productivity-based incentive--they are paid the same regardless of their performance.

Second, there are differences in the hours of work. Mechanics typically start and end work earlier than any of the production employees. Mechanics, electricians, and facilities’ group employees all work third-shift. Except for sanitation workers, production employees do not work third-shift.

Third, there is little, if any, common supervision of production and maintenance employees. The fact that supervisors can “report” the misconduct of employees outside their department is inconsequential, because human resources handles the investigations and ultimately makes disciplinary decisions. Furthermore, the examples given of production supervisors exercising this reporting authority involve extraordinary situations (i.e., throwing a hammer, heated altercation between employees, and a clear safety violation) that any prudent observer should have reported to human resources, regardless of their “authority.”

Fourth, maintenance employees generally are more highly skilled than production employees. While some production employees can perform the basic tasks assigned to maintenance employees, which accounts for approximately 50 percent of the work assigned to maintenance employees, the fact remains, and the Employer conceded, that the production employees cannot perform the other 50 percent of the work assigned to the maintenance department. The record also establishes that most of the maintenance employees are recruited for and are required to have substantially higher skills than production employees (i.e., the mechanics, electricians and facilities’ group employees all need to have the necessary training or

⁴ In *Oscar Mayer & Co.*, 172 NLRB 1471 (1968), the Board was presented with a similar case involving a meat packaging facility in which it held that separate units for production and maintenance employees were appropriate based on the community of interest factors.

skills, and the facilities' group employees need to be licensed).

Fifth, there is little meaningful interchange between the production and maintenance employees. The weekend and special projects that the production employees perform are routine, manual labor. The Board has found this kind of overlap and "lending a hand" work does not amount to functional integration, because the work is unskilled and peripheral to the regular repair work performed by the maintenance employees. See *Yuengling Brewing Company of Tampa, Inc.*, 333 NLRB No. 104 (2001); see also *Ore-Ida Foods*, 313 NLRB at 1020.

Sixth, and finally, there are differences concerning uniforms, access to lockers and locked cabinets, and the use of walkie-talkie radios.

Based on these factors, I find that the maintenance employees are a separate and distinct unit appropriate for the purposes of collective bargaining.

Finally, the Employer argues that if a unit of production and maintenance employees is found not to be appropriate, the appropriate unit should be the 5 facilities' group employees and the 9 electricians because they are highly skilled, as a whole, compared to the other maintenance employees. I need not reach this issue. Upon finding that the petitioned-for unit is appropriate, the inquiry ends. See *Overnite Transportation Co.*, 322 NLRB 723 (1996).

CONCLUSION

Based on the above, I conclude that the petitioned-for unit of electrical and mechanical maintenance employees is appropriate. I find no basis on the record for giving the bargaining history in this case greater weight than the community of interest factors that make the petitioned-for unit appropriate.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among employees in the unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed during the payroll period ending immediately preceding the date of this Decision and Direction of Election, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike who have retained their status as strikers and who have not been permanently replaced are

also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by the International Brotherhood of Electrical Workers Local #494

LIST OF VOTERS

In order to ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to the list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 384 U.S. 759 (1969); *North Macon Health Care Facility*, 315 NLRB 359 (1994). Accordingly, it is hereby directed that within 7 days of the date of this Decision and Direction of Election, the Employer shall file with the undersigned, **two** copies of an election eligibility list, containing the **full** names (including first and last names) and addresses of all the eligible voters, and upon receipt, the undersigned shall make the list available to all parties to the election. To speed preliminary checking and the voting process itself, it is requested that the names be alphabetized. **In order to be timely filed, such list must be received in the Regional Office, Suite 700, Henry S. Reuss Federal Plaza, 310 West Wisconsin Avenue, Milwaukee, Wisconsin 53203 on or before February 28, 2003.** No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision and Direction of Election may be filed with the National Labor Relations Board, addressed to the Executive Secretary, Franklin Court, 1099 14th Street, N.W., Washington, DC 20570. **This request must be received by the Board in Washington by March 7, 2003.**

Signed at Milwaukee, Wisconsin on this 21st day of February 2003.

Philip E. Bloedorn, Regional Director
National Labor Relations Board
Thirtieth Region
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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION

**EMMPAK FOODS INC., A DIVISION OF
CARGILL FOOD SOLUTIONS COMPANY**

Employer

and

30-RC-6521

**THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS LOCAL #494**

Petitioner

DATE OF MAILING February 21, 2003

AFFIDAVIT OF SERVICE OF DECISION AND DIRECTION OF ELECTION

I certify that on the above date, the above-entitled document was placed in a postage paid regular mail envelope to the addresses named below and deposited in the U.S. Mail:

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Kathryn E. Fleming

NOTE

There is attached hereto a Waiver (Form NLRB-4480). This waiver is enclosed for the convenience of the parties who wish to waive their right to request a review. Receipt of a waiver from all parties will enable this office to schedule an election at an early date. In the event any party does not wish to waive, and intends to request a review of this decision, they are hereby advised that they must file a request for review with the Board in Washington, DC within 14 calendar days from the issuance of this decision. See 102.67 of the board's Rules and Regulations.

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FORM NLRB-4480 (5/95)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
WAIVER

IN THE MATTER OF

**EMMPAK FOODS INC. A DIVISION OF
CARGILL FOOD SOLUTIONS COMPANY**

30-RC-6521

(Name of Case)

(Number of Case)

**PURSUANT TO SECTION 102.67 OF THE RULES AND REGULATIONS OF THE NATIONAL LABOR RELATIONS BOARD,
THE UNDERSIGNED PARTY WAIVES ITS RIGHT TO REQUEST REVIEW OF OR FILE EXCEPTIONS TO THE REGIONAL
DIRECTOR'S AND/OR HEARING OFFICER'S**

(Title of Document)

IN THE ABOVE-CAPTIONED MATTER ISSUED ON

February 21, 2003

(Date Document Issued)

(Name of Party)

By:

(Name and Title of Representative)

DATE: